

Prepared by:
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Michael Jedynak Bar# 103014

RECORD 1st

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

ASSIGNMENT OF DEED OF TRUST
NW 1/4 of Sec. 3, T-3-S, R-7-W, Desoto Co., MS.

Grantor:
Arch Bay Holdings, LLC - Series 2009A
8742 Lucent Blvd. Suite 300
Highlands Ranch, CO, 80129
318-330-9020

Grantee:
Deutsche Bank National Trust Company, as Indenture Trustee of the Arch Bay Asset-Backed Securities Trust 2010-2
8742 Lucent Blvd. Suite 300
Highlands Ranch, CO, 80129
318-330-9020

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned Arch Bay Holdings, LLC - Series 2009A does hereby sell, convey, and assign to Deutsche Bank National Trust Company, as Indenture Trustee of the Arch Bay Asset-Backed Securities Trust 2010-2 their Successors and/or Assigns that certain Deed of Trust executed by Joseph Lipsey aka William Joseph Lipsey for the use and benefit of Citizens Home Mortgage, LLC, which Deed of Trust is recorded in Book 2708 at Page 25; and records of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said Arch Bay Holdings, LLC - Series 2009A, by Specialized Loan Servicing LLC, as Attorney-in-Fact caused this conveyance to be signed by Susan Marker, its Assistant Vice President this the 25th day of March, 2011.

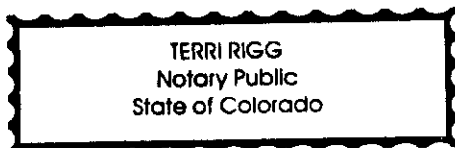
Arch Bay Holdings, LLC - Series 2009A, By Specialized Loan Servicing, LLC, as Attorney-in-Fact.

Susan Marker
BY: Susan Marker, Assistant Vice President

STATE OF COLORADO
COUNTY OF DOUGLAS

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction ~~Who~~ who acknowledges that she is the Assistant Vice President of Specialized Loan Servicing, LLC, as Attorney-in-fact for Arch Bay Holdings, LLC - Series 2009A and that ~~she~~ she executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation, after having first been duly authorized by said corporation, so to do. * Susan Marker

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25th day of March, 2011.



My Commission Expires Jan 31, 2014
MY COMMISSION EXPIRES

Terri Rigg
NOTARY

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Servicing Agreement by and between Arch Bay Holdings, LLC – Series 2009A (the “Owner”) and Specialized Loan Servicing LLC, a Delaware LLC (the “Servicer”) dated as of July 23, 2009 (the “Servicing Agreement”).

Owner hereby makes, constitutes and appoints Servicer for Owner’s benefit and in Owner’s name, place, and stead, Owner’s true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement with respect to those loans transferred to Servicer pursuant to the terms of the Servicing Agreement. This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner and this Limited Power of Attorney shall survive for a period not to exceed two years past the date herein.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Servicer shall forward a copy of same to the Owner within a reasonable period of time. Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of any Custodian or Collateral Agent referred to in the Agreement.

Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Servicer’s employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

F11-0383

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

IN WITNESS WHEREOF, ARCH BAY HOLDINGS, LLC – SERIES 2009A, as Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 24th day of September, 2009.

ARCH BAY HOLDINGS, LLC – SERIES 2009A

(C-2)

By: [Signature]
Name: Steven Davis
Title: Chief Financial Officer

[Signature]

Witness: [Signature]
Printed Name: Emily Guckert

Witness: [Signature]
Printed Name: Christopher Liffert

STATE OF CALIFORNIA
COUNTY OF ORANGE

On September 24, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Davis of ARCH BAY HOLDINGS, LLC – SERIES 2009A, as Owner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

[NOTARIAL SEAL]

[Signature]

Notary Public
My Commission Expires:

